See 3 MICH. LAW REVIEW 166. That the negligence of the *actual custodian* is imputable to the child is held in some jurisdictions which have repudiated *Hartfield* v. *Roper* (above). *The Burgundia,* 29 Fed. Rep. 464; *Pittsburg &c. Pass. R. Co.* v. *Caldwell,* 74 Pa. St. 421. The principal case should be distinguished from that class of cases where the action is brought on behalf of the parent himself. Where the parent is the real beneficiary, his contributory negligence may be pleaded. *Westerberg et al.* v. *Kinzu &c. R. Co.,* 142 Pa. St. 471, 24 Am. St. Rep. 510; *Battshill* v. *Humphreys* (above).

PAROL TRUSTS—ENFORCEMENT—NOTICE OF LANDLORD'S TITLE FROM TENANT'S POSSESSION.—One who had title to a dwelling containing two flats, the equitable title to which belonged to his wife, the defendant, joined with her in conveying the premises to their son who agreed by parol to reconvey them to the wife. Prior to the reconveyance, the son was accepted as surety on a replevin bond on the faith of his title to the property. During this period the premises were in the possession of tenants, who paid the rents to the wife, who had always claimed to be the real owner. The conditions of the replevin bond not having been performed an action was instituted and judgment recovered against the obligees. Upon suing out execution it was found that the son had reconveyed the premises some four months after receiving them. The judgment creditor now files this bill asking for a decree, declaring the reconveyance voluntary and the defendant estopped to receive and retain the premises. *Held,* that the bill must be dismissed. *Gallagher et al.* v. *Northrup* (1905), — Ill. —, 74 N. E. Rep. 711.

"It is essential to the application of the principle of equitable estoppel that the party claiming to have been influenced by the conduct or declarations of another to his injury, was himself not only destitute of knowledge of the state of facts, but also was destitute of any convenient and available means of acquiring such knowledge." AM. & ENG. ENCY. OF LAW Vol. II [2d Ed.] p. 434. It is now practically settled in the United States that the possession of land by a tenant of a person other than the vendor is not only constructive notice of his own interests, but is also constructive notice of his landlord's title or claim of title to the land. *Smith* v. *Heirs of Jackson,* 76 Ill. 254; *Nelson* v. *Wade,* 21 Iowa 54; *McLamant* v. *Roberts,* 80 Tex. 316. Although in England and in some decisions in this country this rule has not been recognized. *Hunt* v. *Luck,* [1901] 1 Ch. 45; *Beatie* v. *Butler,* 21 Mo. 313; *Flagg* v. *Mann,* 2 Sumn. (U. S.) 487; *Roll* v. *Rea,* 50 N. J. L. 264. The fact that the tenant is generally known to be paying rent to a person other than the vendor is an additional circumstance to put the purchaser on inquiry. *Smith* v. *Heirs of Jackson,* supra; *Roberts* v. *Moseley,* 64 Mo. 507. The court also properly held that the reconveyance was involuntary. A court of equity may enforce the specific performance of a parol agreement for the conveyance of land notwithstanding the statute of frauds, where the consideration has been paid and the purchaser has taken possession. *Ramsey* v. *Liston,* 25 Ill. 98, or where the grantee has never parted with possession, *Simonton* v. *Godsey,* 174 Ill. 28. Here the defendant was in continued possession by her tenants.